



**CHESTERFIELD COUNTY  
PURCHASING DEPARTMENT  
CHESTERFIELD, VIRGINIA  
Invitation for Bids**



**IFB Number:**..... 13-0731

**Title:**..... Shelving, Ettrick-Matoaca Library

**Issue Date:** .....February 12, 2013

**Sealed Bids Due and Opening:**..... February 28, 2013, 2:00 P.M.

**Bid Opening Location:**..... Chesterfield County Purchasing Department  
9901 Lori Road  
Lane B. Ramsey Building, 3<sup>rd</sup> Floor, Room 303  
Chesterfield, VA 23832

**Inquiries:** Questions which may arise as a result of this solicitation may be addressed to :  
Jo Carol Mayton, Principal Contract Officer, at (804) 748-1834, or by email to  
[purchasing@chesterfield.gov](mailto:purchasing@chesterfield.gov). Inquiries must be received at least seven (7) business days prior to the  
due date in order to be considered. Contact initiated by a bidder concerning this solicitation with any  
other County representative, not expressly authorized elsewhere in this document, is prohibited. Any  
such unauthorized contact may result in disqualification of the bidder from this transaction.

**All prices shall be F.O.B. Destination:** Ettrick-Matoaca Branch Library, 4501 River Road, Petersburg,  
Virginia 23803. Freight, delivery costs, and incidental charges shall be included.

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My signature below certifies that:

- I agree to abide by all conditions of this bid and that I am authorized to sign this bid;
  - the accompanying bid is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under § 18.2-498 of the *Code of Virginia*. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards;
  - that the accompanying bid is in compliance with applicable provisions of the State and Local Government Conflict of Interests Act (§ 2.2-3100 et. seq. of the *Code of Virginia*). Specifically, without limitation, no County/School Board employee or a member of the employee's immediate family shall have a proscribed personal interest in a contract; and
  - that the accompanying bid is in accordance with applicable provisions of the Virginia Public Procurement Act, Art. 6 Ethics in Public Contracting (§ 2.2-4367 et. seq. of the *Code of Virginia*), and any other applicable law as set forth therein.
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In compliance with this Invitation for Bids and to all conditions imposed therein the undersigned offers and agrees to furnish the goods/services in accordance with this signed bid.

**Complete Legal Name of Firm:** \_\_\_\_\_

**Order From Address:** \_\_\_\_\_

**Remit To Address:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Name (type/print):** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Fed ID No.:** \_\_\_\_\_ **Phone:** (\_\_\_\_) \_\_\_\_\_ **Fax:** (\_\_\_\_) \_\_\_\_\_

**This page must be returned with the Bid Form.**

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## **I. PURPOSE**

The purpose of this Invitation for Bid is to solicit bids for delivery and installation of cantilevered steel library shelving and related equipment for the Ettrick-Matoaca Branch Library.

## **II. BACKGROUND**

The Ettrick-Matoaca Branch Library is currently undergoing renovations. It is anticipated that the site will be available for delivery and installation on March 1, 2013.

## **III. SCOPE OF WORK/SPECIFICATIONS**

Products bid shall comply with specifications contained in the following documents:

1. Attachment #111523.13-Library Shelving (Pages 1-6)
2. Library Shelving Schedule (3 pages)
3. End Panel and Continuous Top Schedule (2 pages)
4. Construction/Edge for Panels drawing (1 page)
5. FE2.3 Ettrick Library Shelving Key Plan (1 page)

## **IV. INSTRUCTIONS**

### **A. Submission and Receipt of Bids**

1. Sealed bids shall be received in the Chesterfield County Purchasing Department, 9901 Lori Road, Lane B. Ramsey Building, 3<sup>rd</sup> Floor, Room 303, P.O. Box 51, Chesterfield, Virginia, 23832 until, but no later than the specified time and date of opening as designated in the invitation, and then publicly opened and read aloud. Bids shall be submitted in a sealed envelope with the IFB number and due date and time written on the outside of the envelope. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bidders are responsible for ensuring that their bids are stamped by Purchasing Department personnel before the deadline. Late bids shall be rejected.
2. Bids or changes to a bid response shall not be accepted via fax or E-mail.
3. In the event that Chesterfield County government offices are not operating under normal staffing levels or if the location for bid submission, bid opening or a pre-bid conference is inaccessible due to inclement weather or other emergency situations at the published time, the bid submission, bid opening or pre-bid conference will default to the next regular business day at the same time.
4. All bids shall be signed in the space provided for a signature on the cover sheet and returned. If the bidder is a partnership or corporation, the bidder shall show the title of the individual signing the bid, and if the individual is not the president or vice

- president of the partnership or corporation, if requested, the bidder shall submit proof that the individual has the authority to bind the partnership or corporation.
5. Bids concerning separate bid invitations are not to be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision may not be considered.
  6. Unless otherwise specified, bidders are to complete and return the Bid Form furnished by the County.
  7. No bid shall be altered or amended after the specified time for opening.
  8. If you are an individual with a disability and require a reasonable accommodation in order to participate in this procurement, please notify the Purchasing Department at (804)748-1617 as soon as possible.
  9. For information pertaining to the bid tabulation, decision to award and/or award on this procurement transaction, bidders may access public notification electronically at: [www.chesterfield.gov/purchasing](http://www.chesterfield.gov/purchasing).
- B. Amendments or Requests to Withdraw Bids by a Bidder Prior to Bid Opening:** A bidder may amend and/or withdraw their bid before the due date and time designated for receipt of bids. All requests from a bidder to return their bid shall be in writing, addressed to the Purchasing Department, and signed by a person authorized to represent the person or firm that submitted the bid. The bidder may be contacted by telephone to verify the authorization of the return request and the signature involved if there is doubt as to the document's authenticity. All amendments to the bid are to be initialed by an individual authorized to represent the bidder.
- C. Site Visits – Non-Mandatory** Bidders submitting bids who wish to make site visits in conjunction with this solicitation are asked to schedule the site visit by contacting: Jasna Elswick, Capital Projects Manager at (804)717-6448.

## **V. GENERAL TERMS AND CONDITIONS**

- A. Addenda:** Any changes or supplemental instructions to this solicitation shall be in the form of written addenda. All addenda are downloadable from the Purchasing Department web site at: [www.chesterfield.gov/purchasing](http://www.chesterfield.gov/purchasing). Each bidder is responsible for obtaining all addenda posted at the Purchasing Department website or by calling (804) 748-1617. Acknowledgement of receipt of all addenda shall be in the space provided within the solicitation or by returning a copy of each signed addendum. Failure to do so may result in rejection of the bid. All addenda issued shall become part of the solicitation and all resulting contract documents.
- B. Appropriation of Funds:** The continuation of the terms, conditions, and provisions of a resulting contract beyond June 30 of any year, the end of the County's fiscal year, are subject to approval and ratification by the Chesterfield County Board of Supervisors and appropriation by them of the necessary money to fund said contract for each succeeding year. In the event of non-appropriation of funds, the contract shall be automatically terminated with no recourse for the Contractor.

- C. Assignment of Contract:** The County and Contractor bind themselves and any successors and assigns to the contract. The employees of the Contractor will perform the work necessary to fulfill the contract. The Contractor shall not assign, sublet, subcontract or transfer any of its interest in the contract without written consent of the County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and Contractor.
- D. Audit of Vendor Records:** Contractor shall maintain full and accurate records with respect to all matters covered under the contract including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges related to the contract. Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours by the County and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor pursuant to this contract. Such records subject to examination shall also include, without limitation, those allocations as they may apply to costs associated with the contract. The County shall have access to such records from the effective date of the contract, for the duration of the contract, and until two (2) years after the date of final payment by the County to the Contractor pursuant to this contract. The County's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this paragraph.
- E. Change Orders:** Change orders must be approved by the County prior to work being performed.
- F. Commitment to Diversity and Chesterfield Businesses:** Chesterfield County is a growing progressive community consisting of an increasingly diverse population. This diversity provides for a dynamic and robust community that promotes growth. Chesterfield County believes that all of its citizens should benefit from this economic growth without regard to race, color, religion or economic status. The County is committed to increasing the opportunities for participation of minority-owned businesses, women-owned businesses, and businesses located in Chesterfield County to ensure diversity in its procurement and contract activities. These businesses are encouraged to respond to all solicitations. In addition, the County strongly encourages each Contractor and/or supplier with which the County contracts to actively solicit minority-owned businesses, women-owned businesses, and businesses located in the County as subcontractors/suppliers for their projects.

Upon award/completion of work, the County will require the Contractor to furnish data regarding subcontractor/supplier activity with minority-owned businesses, women-owned businesses, and businesses located in Chesterfield County on a Certification of Subcontractor/Supplier Activity form. The form will be provided to the Contractor by the Purchasing Department. This information will enable the County to document the dollar level of activity and measure the success of its purchasing and contracting efforts in this endeavor.

Definitions:

Chesterfield Business (CB) - any private business enterprise, located within the jurisdictional boundaries of Chesterfield County.

Minority-Owned Business (MOB) – a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority. (*Code of Virginia 2.2-4310*)

Women-Owned Business (WOB) - a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women. (*Code of Virginia 2.2-4310*)

- G. Contractor Background Checks:** In order to preserve the integrity and security of County government operations, contract workers may be required to undergo a criminal background check conducted by Chesterfield County. The County will conduct these checks for any worker it believes will have unsupervised access to County designated Security Sensitive areas. Contract workers providing goods, services or construction in these designated areas are required to confine themselves to the area of the work. Based on the results of the background check, the contract worker may be disqualified from providing work/services for Chesterfield County.
- H. Contractor's Authorization To Transact Business:** In accordance with §2.2-4311.2 of the *Code of Virginia*, any bidder organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia*, or as otherwise required by law. Any bidder organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the *Code of Virginia* shall include in its bid the identification number issued to it by the State Corporation Commission. Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the *Code of Virginia*, or as otherwise required by law, shall include in its bid a statement describing why the bidder is not required to be so authorized. This information shall be provided in the section of the Bid Form titled "Virginia State Corporation Commission (SCC) Registration Information". Failure to provide the required information may result in the rejection of the bid. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required under Title 13.1 or Title 50 of the *Code of Virginia*, to be revoked or cancelled at any time during the term of the contract. The County may void any contract with a Contractor if the Contractor fails to remain in compliance with the provisions of this section. **SEE THE BID FORM.**

- I. **Copyrights or Patent Rights:** The bidder certifies by submission of a bid that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this solicitation. The Contractor shall, at his own expense, defend any and all actions or suits charging such infringement, and will save Chesterfield County, its officers, employees, and agents harmless from any and all liability, loss, or expense incurred by any such violation, or alleged violation.
- J. **Default:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County may, without prejudice to any other right or remedy, and after giving the Contractor seven (7) calendar days written notice, terminate the employment of the Contractor and procure such goods or services from other sources. In such event, the Contractor shall be liable to the County for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.
- K. **Drug Free Workplace:** (*Code of Virginia 2.2-4312*) This provision only applies to contracts valued in excess of \$10,000.

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- L. **Employment Discrimination:** (*Code of Virginia 2.2-4311*) This provision only applies to contracts valued in excess of \$10,000.

1. During the performance of the contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or

on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
  2. The Contractor shall include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- M. Environmental Management Procedures:** The Contractor shall comply with all federal, state and local environmental laws and regulations and any additional requirements that may be included in or attached to the solicitation. For work done for the County, the Contractor must also meet all Chesterfield County Environmental Management System (EMS) requirements. For questions or additional information regarding environmental requirements for the County, please contact Chesterfield County's General Services – Environmental Division at (804) 717-6531. For questions regarding environmental requirements for the Chesterfield County Public Schools, please contact Environmental Health and Safety at (804) 318-8048.
- N. ePayables:** Chesterfield County recognizes the importance of timely payments to our vendors. Therefore, we offer our vendors the opportunity to enroll in our ePayables program. This program allows us to make card payments to our vendors and features an online portal to facilitate payments as well as reduce payment processing times. Our ePayables program is mutually beneficial and is our preferred method of payment. If you choose not to enroll in this program, payments will be made by check and mailed through the postal service which could impact how quickly you receive payments. No action is required for vendors already enrolled in the program. Please contact the Accounting Department at (804) 748-1673 with questions.
- O. Faith-Based Organizations:** (*Code of Virginia 2.2-4343.1*) Chesterfield County does not discriminate against faith-based organizations.
- P. Finance/Interest Charges:** Finance and/or interest charges imposed by the Contractor on any invoice shall not be paid by the County.
- Q. Governing Law:** Contracts shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Disputes arising out of this contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for Chesterfield County.
- R. Illegal Aliens:** (*Code of Virginia 2.2-4311.1*) The Contractor agrees that he does not, and shall not, during the performance of the contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- S. Indemnification:** The Contractor shall hold harmless and indemnify the County, the School Board, if applicable, and its officers, officials, employees and agents against any and all injury, loss or damage arising out of the Contractor's negligent or intentionally



wrongful acts or omissions.

**T. Mistakes in Bids**

1. Mistakes discovered following bid opening but prior to award: If there is a significant and obvious disparity between the prices of the lowest apparent responsive bidder and other bidders, the low bidder may be contacted by the purchasing authority to confirm the bid price. This does not relieve a bidder from the responsibility for the submission of a correct bid. If the bidder then alleges a mistake in the bid and can provide clear and convincing evidence that supports the existence of a clerical error to the satisfaction of the purchasing authority, the bid may be withdrawn in accordance with the withdrawal procedure provided herein.
2. Mistakes discovered after award: Bids containing mistakes by bidders shall not be withdrawn after award of a contract or issuance of a purchase order.

**U. Modification of the Contract:** The contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and the County given in the same manner and form as the original signing of the contract.

**V. Negotiation:** In accordance with 2-47 of the County Code, if the bid from the lowest responsible bidder exceeds available funds, the county may negotiate with the apparent low bidder to obtain a contract price within available funds. Such negotiation may include, but is not necessarily limited to, adjustment of the bid price and changes in the bid scope or requirements in order to bring the bid within the amount of available funds. Negotiation shall be conducted by the purchasing director, or his designee, with assistance from the user department.

**W. Payment:** If the Contractor performs all of the obligations of the contract to the satisfaction of the County, the County shall pay the Contractor for the performance of the work in the manner and within the time specified in the contract documents, which shall be consistent with the provisions of Section 2.2-4352 and 2.2-4354 of the *Code of Virginia*.

Furthermore, the Contractor shall, within seven days after receipt of payment by the County, take the following actions:

1. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under that contract; or
2. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

**X. Precedence of Terms:** All Special Conditions contained in this solicitation that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Terms and Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

- Y. Preferences:** In accordance with Section 2.2-4324 (B) of the *Code of Virginia*, whenever the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a price-matching preference, a like preference shall be allowed to responsive and responsible bidders who are residents of Virginia. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid shall not be considered. The Commonwealth's Department of General Services shall post and maintain an updated list on its website of all states with an absolute preference for their resident contractors and those states that allow their resident contractors a percentage preference, including the respective percentage amounts. For purposes of compliance with this section, the County will rely upon the accuracy of the information posted on this website. In accordance with Section 2.2-4324 (D) of the *Code of Virginia*, for the purposes of this section, a Virginia person, firm or corporation shall be deemed to be a resident of Virginia if such person, firm or corporation has been organized pursuant to Virginia law or maintains a principal place of business within Virginia.

In accordance with Section 2.2-4328 of the Code of Virginia and Article 4, Section 2-47 of the County Code, in the case of a tie bid, the County may give preference to goods, services, and construction produced in the County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth of Virginia pursuant to Code of Virginia 2.2-4324 or where goods are being offered, and existing price preferences have already been taken into account, preference shall be given to the bidder whose goods contain the greatest amount of recycled content. If no County or Commonwealth of Virginia preference is applicable, the tie shall be decided by lot.

- Z. Proprietary Information:** Section 2.2-4342(F) of the *Code of Virginia* states: "Trade secrets or proprietary information submitted by a bidder, offeror, or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary." If the exemption from disclosure provided by Section 2.2-4342(F) of the *Code of Virginia* is not properly invoked then the bids will be subject to disclosure pursuant to applicable law.
- AA. Quality Expectation Statement:** Chesterfield County, through its quality initiative, is a recognized leader in providing quality products and services at the most effective cost possible. Therefore, the County fully expects, requires, and shall hold all Contractors, and all agents, staff, representatives, and subcontractors of the Contractor, responsible for, and accountable to, the highest quality standards of professional workmanship, products and services. In the spirit of the County's quality initiative, the Contractor shall be expected to become a member of the team and perform or provide all work, services

and products with a target of “zero defects – zero rework”.

- BB. References:** If requested, the bidder shall provide references which substantiate past work performance and experience in the type of work required for the contract. The County may contact all references furnished by bidders. The right is further reserved by the County to contact references other than, and/or in addition to, those furnished by the bidder.
- CC. Schools:** When goods and/or services are for the benefit of Chesterfield County Schools, the contract shall be entered into on behalf of the Chesterfield County Public Schools.
- DD. Sensitive Information Handling:** Any information in the possession of the County/Schools which is specific to an employee, student, citizen, County/School business function, private business entity or other government entity which is not generally available to the public shall be designated Sensitive Information. Contract workers will under no circumstances remove Sensitive Information from County/Schools facilities. Any Sensitive Information which must reside temporarily on a hard drive or portable storage device (USB Key, CD ROM, memory card, etc.) for processing must remain within the County/Schools facility. No Sensitive Information may be remotely accessed by contract workers by dial in, VPN, web interface or other means without expressed consent of the department head and the Information Security Manager (County) or Director of Technology (Schools). Any access to County/Schools information by contract workers from outside the County/Schools intranet shall be in accordance with existing Information Systems Technology (IST)/Chesterfield County Public Schools (CCPS) Technology department security policies and procedures. Contract worker network connected computer equipment will be subject to all applicable IST/CCPS policies and procedures. Any exception to this application of policies shall be approved by the CCPS Department of Technology/County Information Security Manager and Chief Information Officer or designees.
- EE. Taxes:** Chesterfield County is exempt from payment of Federal Excise Tax and State and Local Sales and Use Tax on all tangible personal property purchased or leased by Chesterfield County for its use or consumption. Tax exemption certification will be furnished upon request. Sales tax, however, is paid by Chesterfield County on materials and supplies that are installed by a Contractor and become a part of real property. Contractors are not exempt from paying taxes on these materials and supplies, as they are considered to be a cost of doing business and should be considered in pricing when preparing a bid.
- FF. Termination:** It shall be the sole right of the County to terminate the contract upon written notification to the Contractor.
- GG. Termination for Breach or Non-Performance:** If the Contractor fails to perform the work promptly and diligently, or if the Contractor breaches the Contract in any other way, the County may:
  1. after providing the Contractor with 15 days written notice, supply any workmen, equipment or materials necessary to ensure that the work is performed promptly and

diligently. The County may deduct the cost of supplying additional workmen, equipment or materials from payments due to the Contractor;

2. terminate the contract, enter upon the premises, take possession of all equipment, materials or appurtenances, and employ any person or persons to finish the work.

If the contract is terminated by the County, the Contractor shall not be entitled to receive any further payment from the County until completion of the work has occurred. After completion of the work, the County shall pay to the Contractor the amount of the unpaid balance due to the Contractor at the time the contract was terminated minus the cost incurred by the County to complete the work. If the cost incurred by the County to complete the work exceeds the unpaid balance due to the Contractor, the Contractor shall be due no money from the County and, instead, the Contractor shall pay to the County the difference between the unpaid balance due and the County's cost to complete the work.

**HH. Vendor Rewards/Gift Programs:** It is the policy of the County not to participate in any rewards programs offered by vendors and not to accept any gifts or gift cards, or other rewards from vendors for purchases made by the County. If you customarily provide, or if you plan to provide, rewards programs, gifts or gift cards, or other rewards to your customers for purchases made by such customers, you must identify this fact in your bid and demonstrate in the bid how you have applied the value of such rewards to a reduction in the price of the goods and/or services being offered to the County.

**II. Waiver of One Breach Not Waiver of Others:** No waiver by the County or its agents or employees of any breach of this contract by the Contractor shall be construed as a waiver of any other or subsequent breach of the contract by the Contractor. All remedies provided by this contract are cumulative, and in addition to each and every other remedy under the law.

**JJ. Withdrawal of Bids**

1. Withdrawal: Construction (*Code of Virginia 2.2-4330*)

A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake in the bid, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of

the bid sought to be withdrawn.

The bidder shall give notice in writing to the Director of Purchasing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice. The work papers, documents and materials shall, at the bidders request, be considered as trade secrets or proprietary information subject to compliance with the provisions of *Code of Virginia* §2.2-4342(F).

Within 5 business days, the County will notify the bidder in writing of its decision. If the County denies the withdrawal of a bid under the provisions of this section, it shall state in such notice the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder. At the same time that the notice is provided, the County will also return all work papers and copies thereof to the bidder.

## 2. Withdrawal: Other than Construction

A bidder for a public contract may request withdrawal of his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of the bid which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of work papers, documents or materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may request withdrawal of his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of work papers, documents or materials used in the preparation of the bid sought to be withdrawn. Such notice shall be sent to the Purchasing Department prior to award. The work papers, documents and materials shall, at the bidders request, be considered as trade secrets or proprietary information subject to compliance with the provisions of *Code of Virginia* §2.2-4342(F).

## VI. SPECIAL TERMS AND CONDITIONS

- A. **Acceptance of Goods/Services:** The goods and/or services delivered under a resulting contract shall remain the property of the Contractor until a physical inspection is made, and thereafter accepted to the satisfaction of the County. In the event the goods and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon notice (verbal or in writing) to the Contractor and return goods to the Contractor at the Contractor's expense.
- B. **Acceptance Period of Bids:** All bids submitted shall be binding for sixty (60) calendar

days following bid opening date. The sixty (60) calendar day acceptance period may be extended by mutual consent of both parties.

- C. Brand Name or Equal:** In accordance with §2.2-4315 of the *Code of Virginia*, unless otherwise provided in the Invitation for Bid, the name of a certain brand, make or manufacturer shall not restrict bidders to the specific brand, make or manufacturer named and shall be deemed to convey the general style, type, character, and quality of the article desired. Any article that the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

Unless otherwise provided in the Invitation for Bid, no proposed equal will be considered prior to receipt of bids. If bidding a proposed equal, the bidder is responsible to clearly and specifically identify the article being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the article offered meets the requirements of the solicitation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the bidder clearly indicates in the bid that the article offered is an equal, such bid will be considered to offer the brand name referenced in the solicitation. It shall be understood that the burden of proof for an equal article shall be and remain the sole responsibility of the bidder. The County's failure to object to a manufacturer will not constitute a waiver of any of the requirements of the contract documents, and all products furnished must conform to such requirements.

The Contractor shall be responsible for making all changes in the work necessary to adapt and accommodate "equal" products which are submitted and accepted in lieu of the products whose name and model numbers are specified and around which the drawings, where applicable, were developed. The necessary changes shall be made at the Contractor's expense. The Contractor shall submit sufficient data concerning the proposed equal products and resulting necessary changes to the project to the County documenting that the proposed product(s) can be properly integrated with the project.

**D. Definitions:**

**Completion of the Work** - The event that occurs when (1) the work has been completed, successfully tested and approved in accordance with the contract, (2) all submittals required by the contract (including operation and maintenance manuals) have been made, and (3) all punch list items and restoration work required by the contract documents has been completed.

**Consultant** – Shall mean a representative designated by the County as consultant for the project, to act as such and designated to be in charge of the work, acting directly through duly authorized representatives of the County.

**Final Acceptance** - The event that occurs when the Consultant issues to the County or the County issues to the Contractor a written statement that the Contractor has completely performed all punch list items, has made all necessary submittals to the County and/or Consultant and has satisfied all of the Contractor's obligations under the contract documents.

**Final Payment** - Payment by the County to the Contractor after completion of the work so that the Contractor has received all payments due him under the terms of the contract documents for performing and completing the work.

**Inspector** - The person designated and authorized by the County to carry out instructions given by the County and to inspect the work performed and the materials supplied by the Contractor.

- E. Delivery Instructions/Notification:** The Contractor must schedule an appointment for all deliveries by contacting Jasna Elswick, Capital Projects Manager at (804)717-6448, 72 hours prior to the anticipated delivery. All deliveries to Ettrick-Matoaca shall be between the hours of 9:00a.m. and 4:00 p.m., Monday through Friday. Chesterfield County reserves the right to refuse delivery if notification is not given.
- F. Discrepancies:** The Contractor shall immediately report to the County, in writing, any discrepancies found between the contract documents and site conditions or any alleged inconsistencies or ambiguities in the contract documents. The County will promptly address such alleged inconsistencies or ambiguities in writing. Work done by the Contractor after the discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.
- G. Final Inspection:** At the conclusion of the work, the Contractor shall demonstrate to the County's authorized representative that the work is fully operational and in compliance with contract specifications and codes. After the final inspection is conducted, the County shall provide the Contractor with a punch list that the Contractor shall complete. Deficiencies will be promptly and permanently corrected prior to final acceptance of the work, and shall be the full responsibility of the Contractor.
- H. Guarantee of Work:** All materials and workmanship shall be guaranteed for a period of twelve (12) months after final acceptance by the County and repairs necessary shall be made by the Contractor at his expense.
- I. Inspection:** All material and workmanship shall be subject to inspection, examination, and test by the County and its project inspector at all times during construction. The project inspector shall have authority to reject defective material and workmanship and require its correction.
- J. Installation:** Contractors shall be responsible for delivering equipment inside the building, setting in place, completing all necessary installation, and removing all packaging and debris from the premises.

If contract carriers are used the Contractor must make appropriate arrangements to comply with the County delivery instructions.

It is the bidder's responsibility to ensure that equipment delivery can be accomplished to the site. There shall be no additional cost to the County due to unanticipated difficulties or costs of performance by the Contractor. Site visits are encouraged and may be arranged by contacting Jasna Elswick at 804-717-6448.

- K. Insurance Requirements:** The Contractor and insurance company should

**carefully review the insurance requirements set forth below. The Contractor shall furnish a copy of a certificate of insurance in accordance with the requirements before the County will execute a contract. The Contractor shall be responsible for maintaining current certificates of insurance on file with the County. The certificate of insurance does not need to accompany the bid.**

The Contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the County from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverages shall be such as to fully protect the County, the Consulting Professional (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the Contractor or his forces as enumerated above.

The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the County's Attorney and/or Risk Management Director and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this contract.

The Contractor shall maintain during the initial term and any additional terms of this contract the following equivalent coverage and minimum limits:

1. Commercial General Liability 1,000,000 Combined Single Limit per occurrence.
2. Automobile Liability \$1,000,000 Combined Single Limit per occurrence
3. Workers' Compensation Virginia Statutory limits
4. Employers' Liability \$100,000 each accident

If an insurance certificate is used as evidence of the required insurance the insurance certificate:

- a. Must reflect that the Commercial General Liability policy names "the Chesterfield County Board of Supervisors, their officers, employees, and agents" as an additional insured by endorsement to the policy;
- b. Must reflect that the policies are endorsed to require no less than 30 days notice of cancellation or other change in coverage to the County;
- c. Must have an authorized signature;
- d. The Certificate Holder should be listed as:



Chesterfield County  
c/o Purchasing Department  
P.O. Box 51  
Chesterfield, VA 23832-0001  
IFB/RFP No \_\_\_\_\_

- L. Licenses, Permits, and Fees:** All bids submitted shall have included in the price the cost of any business and professional licenses, permits, or fees required by Chesterfield County or the Commonwealth of Virginia.
- M. Ordering Option:** Chesterfield County may, during the first 120 days after the award, with the mutual agreement of the Contractor, place additional orders at the same price, terms, and conditions through the issuance of separate purchase orders. The aggregate of such additional orders shall not exceed 100% of the quantity originally stated in the IFB.
- N. Responsibility of Bidder:** The bidder should carefully and thoroughly examine the job site and conditions, the quality of materials and workmanship required for the work, and review the entire Invitation for Bid document before submitting a bid. Claims, as a result of failure to inspect the job site and all Invitation for Bid documents, will not be considered by the County.
- O. Supervision and Construction Procedures:** The Contractor shall supervise and direct the work, using their best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Contract. The Contractor shall be responsible to the County for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the work under a contract with the Contractor.
- P. Use of Premises and Removal of Debris:** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by the operations. The Contractor shall maintain all access roads and walks clear of debris, materials and equipment during the course of the work. All streets, drives, walks, fences, trees, poles, antennae and the like where disturbed, removed or damaged shall be replaced, returned or repaired such that the facility and its appurtenances are left in the same condition after completion of the work as it was before operations began.  
  
Debris shall be disposed of by the end of every working day and not stockpiled. Beverage cans, bottles, lunch refuse, cigarette debris, etc. will not be tolerated on the job site except by immediate and proper removal of the same on a daily basis. At the completion of the work, the Contractor shall remove all waste materials and rubbish from and about the project site as well as all tools, construction equipment, machinery and surplus materials. The County does not supply trash containers for debris disposal.
- Q. Warranty:** Materials and workmanship warranted by the manufacturer for a period of five (5) years from the date of final payment by the County.

- R. Worksite Damages:** Any damage to existing utilities, equipment, or finished surfaces resulting from the performance of the contract shall be repaired, to the County's satisfaction, at the Contractor's expense.

## **VII. BID FORM**

### **A. BASIS OF AWARD**

Award will be made to the lowest responsive and responsible bidder based on the Total Bid.

### **B. PRICING SCHEDULE**

The bidder agrees to furnish the goods/services as specified herein, and in compliance with the terms and conditions of this Invitation for Bid for the following price:

Total Bid \$ \_\_\_\_\_

Manufacturer of Product Bid: \_\_\_\_\_

Warranty \_\_\_\_\_

### **C. DELIVERY SCHEDULE**

Bidders are required to state the time of proposed delivery/completion. Unless otherwise specified, bid the earliest delivery/completion possible. Bidders must insert a definitive time frame IN CALENDAR DAYS, within which delivery/completion will be made after receipt of order (ARO). Indefinite terms such as "promptly", "stock", "as soon as possible", etc., will not be given consideration. **THE FAILURE OF A BIDDER TO PROVIDE A DEFINITE DELIVERY TIME WILL RESULT IN THE BID BEING REJECTED AS NONRESPONSIVE IN ITS ENTIRETY OR, WHEN APPLICABLE, FOR THE ITEM SPECIFIED.**

- a. Delivery of shop drawings after receipt of purchase order.

\_\_\_\_\_/calendar days

- b. Completion of all work on site following receipt of approved shop drawings.

\_\_\_\_\_/calendar days

### **C. ADDENDA**

Bidder hereby acknowledges receipt of and incorporation of all requirements of any addenda issued for this Invitation for Bids:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

**D. BUSINESS CLASSIFICATION**

Bidders are requested to provide the following information to Chesterfield County regarding their business. This information is for statistical purposes and, except in the case of tie bids, all firms submitting bids will receive equal consideration (refer to Clause F of the General Terms and Conditions). Bidder shall indicate whether they are classified as a:

Minority-Owned Business: Yes ☐ No ☐

Women-Owned Business: Yes ☐ No ☐

Chesterfield Business: Yes ☐ No ☐

**E. BIDDER'S CHECKLIST**

This checklist is provided to assist bidders in submitting a responsive bid and may not be inclusive of all solicitation requirements. Bidders are expected to carefully read the entire solicitation and verify that the following issues have been addressed prior to submission of a bid:

1. ☐ Provide requested information on cover page: name, address, etc.
2. ☐ Virginia State Corporation Commission (SCC) Registration Information
3. ☐ Signed Bid (cover page)
4. If bidding a proposed product substitution (Refer to 115123.13, Part 2, 2.01,):
  - ☐ B. Certification of Compliance: submit with the bid a letter from shelving manufacturer stating that shelving complies with all specified requirements.
  - ☐ C. Submit with the bid current product test reports showing test results from the "Library Technology Report" as required by paragraphs 1.04 and 2.02 herein.
5. ☐ VI. Special Terms and Conditions, C., Brand Name or Equal.

Provide sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the article offered meets the requirements of the solicitation.

**F. VIRGINIA CONTRACTOR LICENSE NUMBER** (*Code of Virginia 54.1-1100*)

Contractors that for a fixed price, commission, fee, or percentage undertake to bid upon, or accepts, or offers to accept, orders or contracts for performing, managing, or superintending in whole or in part, the construction, removal, repair or improvement of any building or structure permanently annexed to real property owned, controlled, or leased by him or another person or any other improvement to such real property, are required to hold a business license issued by the Virginia Board for Contractors, phone (804)367-8511. If a bidder shall fail to obtain the required license prior to submission of a bid, the bid shall not be considered. Bidder shall insert Contractor license number and specialty in the space provided below.

Class of License Definitions:

Class A Contractor – perform or manage construction, removal, repair, or improvements when (i) the total value referred to in a single contract or project is \$120,000 or more, or (ii) the total value of all such construction, removal, repair, or improvements undertaken by such person within any 12-month period is \$750,000 or more.

Class B Contractor – perform or manage construction, removal, repair, or improvements when (i) the total value referred to in a single contract or project is \$10,000 or more, but less than \$120,000, or (ii) the total value of all such construction, removal, repair or improvements undertaken by such person within any 12-month period is \$150,000 or more, but less than \$750,000.

Class C Contractor – perform or manage construction, removal, repair, or improvements when (i) the total value referred to in a single contract or project is over \$1,000 but less than \$10,000, or (ii) the total value of all such construction, removal, repair, or improvements undertaken by such person within any 12-month period is less than \$150,000. The Board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning Contractors.

The Contractor license shall have the appropriate specialty classification that is predominant for the respective work.

Provide Contractor license number below:

Class A Virginia Contractor Registration No. \_\_\_\_\_

Class B Virginia Contractor Registration No. \_\_\_\_\_

Class C Virginia Contractor Registration No. \_\_\_\_\_

Classification/Specialty: \_\_\_\_\_

**G. CONTRACTOR'S REPRESENTATIVE – Project Manager/Supervisor:**

Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

Phone (voice): \_\_\_\_\_ Fax: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

## **H. PAYMENT TERMS**

If discounts for prompt payment are offered by the bidder, it is required that a minimum of twenty (20) days be allowed for payment. Discounts for prompt payment will not be considered in the evaluation of bids. Discounts for prompt payment will be shown on the purchase order/contract and taken if invoices are processed and payment made within the stipulated time frame. If discounts are not offered, payment shall be made thirty (30) days after receipt of an accurate invoice by the County.

Our terms are: \_\_\_\_\_

## **I. BIDDER DATA**

**QUALIFICATIONS OF BIDDER:** Firms shall have the capability in all respects to perform fully the contract requirements and the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will assure good faith performance of the contract to the satisfaction of the County.

Indicate the length of time you have been in business as a company providing the type of good(s) and/or service(s) required for this contract.

\_\_\_\_\_ years \_\_\_\_\_ months

Provide a minimum of three (3) references for installations of comparable scope to this project and for which the indicated type of library shelving bid has been provided.

Company Name, Address, Phone Number and Contact Person's Name and Email Address:

1. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**J. VIRGINIA STATE CORPORATION COMMISSION (SCC) REGISTRATION INFORMATION**

**The bidder shall check one of the following. The bidder is:**

☐ a corporation or other business entity with the following SCC identification number:  
 \_\_\_\_\_ **-OR-**

☐ not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

☐ an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the *Code of Virginia*.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids. No award shall be issued to a bidder who fails to provide the required information unless a waiver of these requests is granted by the chief executive of the local governing body (the County reserves the right to determine in its sole discretion whether to allow such waivers): ☐

# RENOVATION OF THE ETTRICK-MATOACA LIBRARY

Chesterfield County, Chesterfield, Virginia

Architect's Project No. 492771

## SECTION 115123.13 - LIBRARY SHELVING

### PART 1 GENERAL

#### 1.01 SUMMARY

- A. Work Includes:
  - Cantilevered steel library shelving
  - End panels and tops

#### 1.02 SUBMITTALS

- A. Shop Drawings: Submit drawings, to scale, illustrating all shelving units, end panels and tops that shall be provided; include all dimensions, colors and finishes, cross references to the product designations scheduled and/or indicated. Denote whether dimensions shown are actual or nominal dimensions.
- B. Layout Plan: Submit plan, to scale, showing dimensioned layout of all shelving units and ranges, relationships to building assemblies, items of coordination with the work of other trades, and cross references to product designations scheduled.
- C. Fabrication/Record Drawings: Prior to release for product fabrication, revise shop drawings by incorporating all review comments; submit a minimum of 3 sets as record drawings for the Owner and Architect's use.
- D. Samples:
  - 1. Finish and Color Samples: Submit in triplicate, 4 inches square minimum size, for each finish and color selected. Label each sample with manufacturer's name, finish/color designation, and cross reference to the product designations scheduled and/or indicated.
  - 2. Full-Size Shelving Samples: Provide within 10 calendar days, when requested by the Architect, and deliver to an examination location designated by the Architect. Neither the Owner nor the Architect will be responsible for any samples that are destroyed or mutilated in examination. Upon written notification the Contractor shall remove samples; samples not removed within 30 calendar days after notification will either be stored at the Contractor's risk and expense, or deemed abandoned property and disposed of as such.

#### 1.03 BLANK

#### 1.04 QUALITY ASSURANCE

- A. All cantilevered steel shelving shall be the product of a single manufacturer, shall have been tested in accordance with the "Library Technology Report" referenced elsewhere herein, and shall comply with performance standards and other requirements of this section.
- B. Prior to fabrication, field verify that all shelving clearances are in compliance with local code accessibility and egress requirements; immediately notify the Architect of any discrepancies.
- C. Storage: Store product in weather tight and well-ventilated locations. Avoid use of non-vented plastic or canvas that could create humidity chambers. If cardboard packaging becomes wet, remove carton immediately.

## RENOVATION OF THE ETTRICK-MATOACA LIBRARY

Chesterfield County, Chesterfield, Virginia

Architect's Project No. 492771

### PART 2 PRODUCTS

#### 2.01 SUBSTITUTIONS

- A. All proposed product substitutions shall be subject to the Architect's approval. Products of the same quality, function, and performance may be submitted for the Architect's review in accordance with the requirements. Variations in products, where substantial differences occur from those indicated, shall be specifically shown for the Architect's evaluation.
- B. Certification of Compliance: **Submit with the bid** a letter from shelving manufacturer stating that shelving complies with all specified requirements.
- C. **Submit with the bid** current product test reports showing test results from the "Library Technology Report" as required by paragraphs 1.04 and 2.02 herein.
- D. Refer to Special Terms and Conditions, Page 13 of 23, Brand Name or Equal for additional information.

#### 2.02 PERFORMANCE STANDARDS

- A. Comply with or exceed minimum performance requirements of Library Technology Reports Nov. / Dec. 1998 Standard ANSI/NISO Z39.73-1994 performance requirements for shelving type listed herein.

#### 2.03 CANTILEVER SHELVING

- A. Manufacturer: Unless otherwise indicated, the products listed in the Library Shelving Schedule, included herein are those of Estey Library Shelving. Similar products that are equal in design, function, performance, and quality may be provided if approved by the Architect.
- B. General: Provide steel book stack shelving units that utilize unitized construction, such that an individual shelving unit or shelf can be removed from a range without disturbing or altering stability of adjacent units and placed in a separate location without the purchase or use of additional parts. Shelf heights adjustable in 1" increments; components, joints, and shelves designed to withstand most severe possible book loading condition with normal factor of safety. The requirements listed below are in addition to the shelving unit descriptions indicated in the Library Shelving Schedule.
  - 1. Dimensions listed in the schedule are nominal dimensions, not actual dimensions, unless otherwise indicated.
  - 2. Material: Sheet steel shall be ASTM A 366, cold rolled carbon steel sheet, commercial quality, stretcher leveled, Class 1, matte finish. Provide in minimum gauges as specified below by component.
  - 3. Shelving units, unless otherwise indicated, shall be cantilever, modular style welded frame construction. Units shall be freestanding and self-supporting, and shall not be secured to the floor. Each shelf shall be interchangeable from frame to frame, except where widths are incompatible.
  - 4. Provide wall attachment brackets for all single-faced shelving units to stabilize and secure the units to the wall. Brackets shall not be visible above canopy tops where tops are indicated.
- C. Components: Where indicated in the Library Shelving Schedule, provide the



## RENOVATION OF THE ETTRICK-MATOACA LIBRARY

Chesterfield County, Chesterfield, Virginia

Architect's Project No. 492771

following; all items listed below may not be required by the Shelving Schedule:

1. Design: Shelving is a cantilever design. The bookstack section may be removed as a modular unit from any range without disturbing adjacent units in any way. Relocation and reuse of removed section(s) shall be accomplished without acquiring additional parts. The uprights and cross member supports make up the fully welded frame construction. Uprights are punched for bolting additional weld frame units into the book stack range.
2. Capacity Requirements: Each shelf shall have a minimum clearance between end brackets of 35-13/32" based on a 36" wide nominal shelf. Units shall be capable of supporting 50 lbs. evenly distributed weight per linear foot of shelving, multiplied times the number of shelves per unit, without deflection considered excessive by industry standards.
3. Standard Unit Sizes: Except as otherwise indicated, provide units of standard 36" nominal width.
4. Upright Columns: Back to back channel design; size, gauge, and reinforcement as required for loading, but not less than 0.0635" (16 gage) formed into a channel shape with a total of 3/4" of stiffening flanges on the inside of the upright. Overall dimensions shall be 2-1/2" in the web and 1-1/4" across the front and rear area surfaces. Uprights are perforated the full height with a series of 1/4" x 5/8" slots spaced 1" on vertical centers and located within 5/16" of the outer web surface. Every fifth and sixth slot shall have square corners as viewed against the remaining rounded corner slots to aid visual alignment of shelves. This pattern shall be repeated over the full height of the upright.
5. Top Spreader: Consists of not less than #14 gauge tubular steel measuring 1" x 3" in cross section. Weld top and bottom spreaders to upright posts on freestanding ranges, in lieu of sway bracing.
6. Bottom Spreader: Consists of a channel shape measuring 1" x 1-3/4" in cross section, and consists of not less than #16 gauge steel. The outer ends of the channel shall be punched to receive leveling nuts and floor levelers. The bottom channel is electrically welded to the uprights with the open face of the channel positioned upward. Channels shall be equipped with two (2) adjustable floor levelers.
7. Closed Base Brackets: Shall be designed to fit snugly in and around the welded frame upright. A single flat bracket between the frames shall not be acceptable as this would require the purchase or use of additional parts to reconfigure the units. Material is no less than #16 gauge steel. Brackets shall have a 90-degree flange at the bottom to rest on the floor covering. Leveling glides shall be provided in ends of brackets. Top and front edge of the base bracket are flanged outward approximately 1/4". The profile of the bracket shall match that of the adjustable shelf end bracket. The embossed area incorporates a hole to allow attaching of adjoining base brackets with a fastener.
8. Adjustable Sloping Base Shelf: Shall be constructed of #18 gauge steel flat shelf. Shelf front will rest on a recessed black kickplate and shall have a minimum of 9 degrees slope with an integrated backstop. There shall be a minimum of 9" actual shelf usage depth based on a 10" nominal shelf.
9. Adjustable Bracketed Integral Back Shelf: 0.0156" (18 gauge) minimum shelf

## RENOVATION OF THE ETTRICK-MATOACA LIBRARY

Chesterfield County, Chesterfield, Virginia

Architect's Project No. 492771

designed for 50 lbs./sq.ft. loading with not more than 3/16" deflection; with three bend construction on the front edge and a 2" integral backstop on the back edge. Equip with minimum 0.0635" (16 gauge) brackets with rounded and flared (1/4") tops and ends; two post hooks at top, one safety lug at bottom.

10. Shelf Quantities: Except where other shelf arrangements are shown or scheduled, provide the following number of adjustable bracketed shelves for each face of each unit.
  - a. 84-inch high units: 6 shelves (plus base)
  - b. 66-inch high units: 4 shelves (plus base)
  - c. 42-inch high units: 2 shelves (plus base)
11. Metal book support: Provide one 9" high, non-losable, plate-type book support, constructed of #16-19 gauge steel with cork on the base for a non-skid composition for each top and base shelf.
12. Pivoting Periodical Shelving: Consists of pivoting display shelves hinged to shelf brackets which engage in slots in upright. Sloped display shelves are 14" actual height with a 1-5/16" flange at the bottom and boxed flanged upwards with inside safety hem. Included storage shelf is 12" deep nominal. Brackets allow for a slope of approximately 20 degrees from vertical.

### D. Finish and Colors:

1. Finish: The shelving shall be painted with an electrostatically applied powder coating system using epoxy polyester hybrid or approved equal that shall not emit gasses or fumes. Exposed steel parts shall be prepared for painting by a multi-stage cleaning and phosphatization process. Finish shall be hard and shall be chip and scratch resistant. Paint shall be applied to achieve an average minimum thickness of 1.8 mils with the thinnest area 1.5 mils thick. The shelving finish shall be smooth and uniform, without runs, wrinkles, grit, or "orange peel" effects. Shelving shall have a uniform overall gloss.
  - a. Abrasion Resistance: Comply with or exceed requirements of ASTM Method D965-51, Sand Abrasion Test. Withstand at least 30 liters of sand.
2. Color:
  - a. Provide Estey Standard color "Arctic White", or equal.

## 2.04 END PANELS AND TOPS

- A. End Panels: Unless shown otherwise, provide 1-3/16 inch thick, medium particleboard core with plastic laminate face and back and Maple wood edge. See Drawings for additional information.
- B. Slatwall End Panels: Unless shown otherwise, provide 1-3/16 inch thick, 3-ply particleboard core with full height and width slatwall front with plastic laminate face. Plastic laminate will also be applied to back of panel. Panels to have Maple wood edge. See Drawings for additional information.
- C. Continuous Tops: 1-3/16 inch thick medium density particleboard with plastic

## RENOVATION OF THE ETTRICK-MATOACA LIBRARY

Chesterfield County, Chesterfield, Virginia

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laminate faces and maple edge. Underside of top shall have a brown backer sheet. Set tops so that any seams/spline joints will fall over upright supports of shelving units. See Drawings for additional information.

**D. Sheet and Panel Materials:**

1. Wood Particleboard: Graded in accordance with AWI for grade of work indicated, made with water resistant adhesive; of grade to suit application; sanded faces.
2. Panel Products:
  - a. Medium density particleboard

**E. Laminate Materials**

1. General: Patterns, colors, textures, and surface sheens shall be as indicated.
2. Plastic Laminates: NEMA LD-3 General Purpose; provide at exposed and semi-exposed locations unless otherwise indicated.
  - a. Vertical Grade GP28 (0.028 inch): Provide at end panels face, back, and all edges. Unless otherwise shown.
  - b. Color: Wilsonart Fusion Maple 7909-60
3. Laminate Backing Sheets: NEMA LD-3 Backing Grade BK20 (0.020 inch), undecorated plastic laminate; provide on bottom surfaces of laminate tops for library shelving.

**F. Accessories**

1. Adhesives: Types recommended by AWI and laminate manufacturers to suit application.

### **PART 3 EXECUTION**

#### **3.01 INSTALLATION**

- A. Inspection:** Prior to product installation, review installation sites, delivery areas, and routes through the Building to the sites with the installer, allowing the installer to become completely familiar with the Building and other factors that may affect the work.
- B. Protection:**
1. Provide protective padding and coverings as required to prevent damage to product and to Building finished surfaces.
- C. Shelving Placement:**
1. Place shelving product at locations indicated, square, plumb, level and true to line, and in accordance with manufacturer's instructions and recommendations.
  2. Level all shelving ranges once each is completely installed.
  3. Shelving shall be installed in such a manner as to comply with the Americans with Disabilities Act for aisle widths.
- D. End Panels and Tops:** Install end panels and tops on shelving at locations indicated, square, plumb, level and true to line, and in accordance with manufacturer's instructions and recommendations. Shelving ranges shall have been leveled prior to installation of

## **RENOVATION OF THE ETTRICK-MATOACA LIBRARY**

Chesterfield County, Chesterfield, Virginia

Architect's Project No. 492771

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end panels and tops.

### **3.02 CLEANING**

- A. Remove all packing materials, debris, and other residue produced by the installation on a daily basis; dispose of such waste materials off site.
- B. Clean all surfaces of the product at completion of the work.

**END OF SECTION**

## Library Shelving Schedule

Item #	Description	Manufacturer	Product #	Qty
SHLV-1	Weld Frame, 84"H x 36"W, Delivered And Installed (Paint = Arctic White)	Estey	W8436	5.00
SHLV-1.A	Weld Frame Adjustable Periodical Base Shelf Assembly, Single Entry, 36"W x 12"D, Delivered And Installed (Paint = Arctic White)	Estey	WPAB3612A	5.00
SHLV-1.B	Weld Frame Periodical Shelf Assembly, 36"W x 12"D, Delivered And Installed (Paint = Arctic White)	Estey	PDS3612A	20.00
SHLV-1.C	Weld Frame Canopy Top Assembly, Single Entry, 36"W x 12"D, Delivered And Installed (Paint = Arctic White)	Estey	CTS3612	5.00
SHLV-2	Weld Frame, 66"H x 36"W, Delivered And Installed (Paint = Arctic White)	Estey	W6636	72.00
SHLV-2.A	Weld Frame Sloping Adjustable Base Shelf Assembly, Double Entry, 36"W x 24"D, 1 - EWD-2 Wire Divider Per Assembly, Delivered And Installed (Paint = Arctic White)	Estey	WSA3624A	72.00
SHLV-2.B	Weld Frame Integral Back Shelf Assembly, 36"W x 12"D, 1 - EWD-2 Wire Divider Per Assembly, Delivered And Installed (Color = Arctic White)	Estey	BLIB3612A	1,152.00
SHLV-2.C	Weld Frame Canopy Top Assembly, Double Entry, 36"W x 24"D, Delivered And Installed (Paint = Arctic White)	Estey	CTD3624	72.00
SHLV-3	Weld Frame, 84"H x 36"W, Delivered And Installed (Paint = Arctic White)	Estey	W8436	20.00
SHLV-3.A	Weld Frame Sloping Adjustable Base Shelf Assembly, Single Entry, 36"W x 12"D, 1 - EWD-2 Wire Divider Per Assembly, Delivered And Installed (Paint = Arctic White)	Estey	WSA3612A	20.00
SHLV-3.B	Weld Frame Integral Back Shelf Assembly, 36"W x 12"D, 1 - EWD-2 Wire Divider Per Assembly, Delivered And Installed (Color = Arctic White)	Estey	BLIB3612A	120.00

## Library Shelving Schedule

SHLV-3.C	Weld Frame Canopy Top Assembly, Single Entry, 36"W x 12"D, Delivered And Installed (Paint = Arctic White)	Estey	CTS3612	20.00
SHLV-3A	Weld Frame, 84"H x 30"W, Delivered And Installed (Paint = Arctic White)	Estey	W8430	5.00
SHLV-3A.A	Weld Frame Sloping Adjustable Base Shelf Assembly, Single Entry, 30"W x 12"D, 1 - EWD-2 Wire Divider Per Assembly, Delivered And Installed (Paint = Arctic White)	Estey	WSA3012A	5.00
SHLV-3A.B	Weld Frame Integral Back Shelf Assembly, 30"W x 12"D, 1 - EWD-2 Wire Divider Per Assembly, Delivered And Installed (Color = Arctic White)	Estey	BLIB3012A	30.00
SHLV-3A.C	Weld Frame Canopy Top Assembly, Single Entry, 30"W x 12"D, Delivered And Installed (Paint = Arctic White)	Estey	CTS3012	5.00
SHLV-4	Weld Frame, 42"H x 36"W, Delivered And Installed (Paint = Arctic White)	Estey	W4236	9.00
SHLV-4.A	Weld Frame Sloping Adjustable Base Shelf Assembly, Double Entry, 36"W x 24"D, 1 - EWD-2 Wire Divider Per Assembly, Delivered And Installed (Paint = Arctic White)	Estey	WSA3624A	9.00
SHLV-4.B	Weld Frame Integral Back Shelf Assembly, 36"W x 12"D, 1 - EWD-2 Wire Divider Per Assembly, Delivered And Installed (Color = Arctic White)	Estey	BLIB3612A	36.00
SHLV-4.C	Weld Frame Canopy Top Assembly, Double Entry, 36"W x 24"D, Delivered And Installed (Paint = Arctic White)	Estey	CTD3624	9.00
SHLV-5	Designer Series Sloped Display Shelf Assembly, 36"W x 12"D, Delivered And Installed (Paint = Arctic White)	Estey	SDS3612A	6.00
SHLV-6	Weld Frame, 42"H x 36"W, Delivered And Installed (Paint = Arctic White)	Estey	W4236	3.00
SHLV-6.A	Weld Frame Sloping Adjustable Base Shelf Assembly, Double Entry, 36"W x 24"D, 1 - EWD-2 Wire Divider Per Assembly, Delivered And Installed (Paint = Arctic White)	Estey	WSA3624A	3.00

## Library Shelving Schedule

SHLV-6.B	Weld Frame Integral Back Shelf Assembly, 36"W x 12"D, 1 - EWD-2 Wire Divider Per Assembly, Delivered And Installed (Color = Arctic White)	Estey	BLIB3612A	8.00
SHLV-6.C	Weld Frame Canopy Top Assembly, Double Entry, 36"W x 24"D, Delivered And Installed (Paint = Arctic White)	Estey	CTD3624	3.00
SHLV-7	A-Frame Display Unit, Starter Assembly, Double Entry, 42"H x 36"W x 26"D, Delivered And Installed (Paint = Arctic White)	Estey	DSD4236S	1.00
SHLV-7.A	A-Frame Display Unit, Starter Assembly, Double Entry, 42"H x 36"W x 26"D, Delivered And Installed (Paint = Arctic White)	Estey	DSD4236A	2.00
SHLV-7.B	Weld Frame Shelf Assembly, 36"W x 10"D, Delivered And Installed (Paint = Arctic White)	Estey	BL3610A	12.00
SHLV-7.C	A-Frame Caster Kit For Starter Unit, Delivered And Installed	Estey	DSCK-S	1.00
SHLV-7.D	A-Frame Caster Kit For Adder Unit, Delivered And Installed	Estey	DSCK-A	2.00

## End Panel and Continous Top Schedule

Sizes provided below are for bidding purposes. Contractor must provide end panels/tops that are sized to fit the shelving .

Item #	Description	Manufacturer	Product #	Qty
SHLVEP-1	End Panel For Steel Shelving, Slatwall, 67"H x 25-1/2"W x 1-3/16"Thick, Black Inserts, Maple Wood Edge, Laminate Surface Front And Back, Delivered And Installed (Stain = TBD) (Laminate = Wilsonart #7909-60 "Fusion Maple")	Brodart	94T-726-S00-SLAT	20.00
SHLVEP-1A	End Panel For Steel Shelving, 67"H x 25-1/2"W x 1-3/16"Thick, Maple Wood Edge, Laminate Surface Front And Back, Delivered And Installed (Stain = TBD) (Laminate = Wilsonart #7909-60 "Fusion Maple")	Brodart	94T-726-S00	16.00
SHLVEP-2	End Panel For Steel Shelving, Slatwall, 45"H x 25-1/2"W x 1-3/16"Thick, Black Inserts, Maple Wood Edge, Laminate Surface Front And Back, Delivered And Installed (Stain = TBD) (Laminate = Wilsonart #7909-60 "Fusion Maple")	Brodart	94T-723-S00-SLAT	2.00
SHLVEP-2A	End Panel For Steel Shelving, 45"H x 25-1/2"W x 1-3/16"Thick, Maple Wood Edge, Laminate Surface Front And Back, Delivered And Installed (Stain = TBD) (Laminate = Wilsonart #7909-60 "Fusion Maple")	Brodart	94T-723-S00	6.00
SHLVEP-3	End Panel For Steel Shelving, 45"H x 27-1/2"W x 1-3/16"Thick, Angled To Match Shelving Unit, Maple Wood Edge, Laminate Surface Front And Back, Delivered And Installed (Stain = TBD) (Laminate = Wilsonart #7909-60 "Fusion Maple")	Brodart	94T-723-S00	2.00
SHLVEP-4	End Panel For Steel Shelving, 85"H x 15"W x 1-3/16"Thick, Maple Wood Edge, Laminate Surface Front And Back, Delivered And Installed (Stain = TBD) (Laminate = Wilsonart #7909-60 "Fusion Maple")	Brodart	94T-712-S00	14.00
SHLVTOP-2	Continuous Top For Steel Shelving To Cover 3 Double Face Units, 108-1/8"L x 25-1/4"W x 1-3/16"Thick, Maple Wood Edge, Laminate Surface, Brown Backer Sheet, Delivered And Installed (Paint = Arctic White)	Brodart	94T-W24-S03	4.00

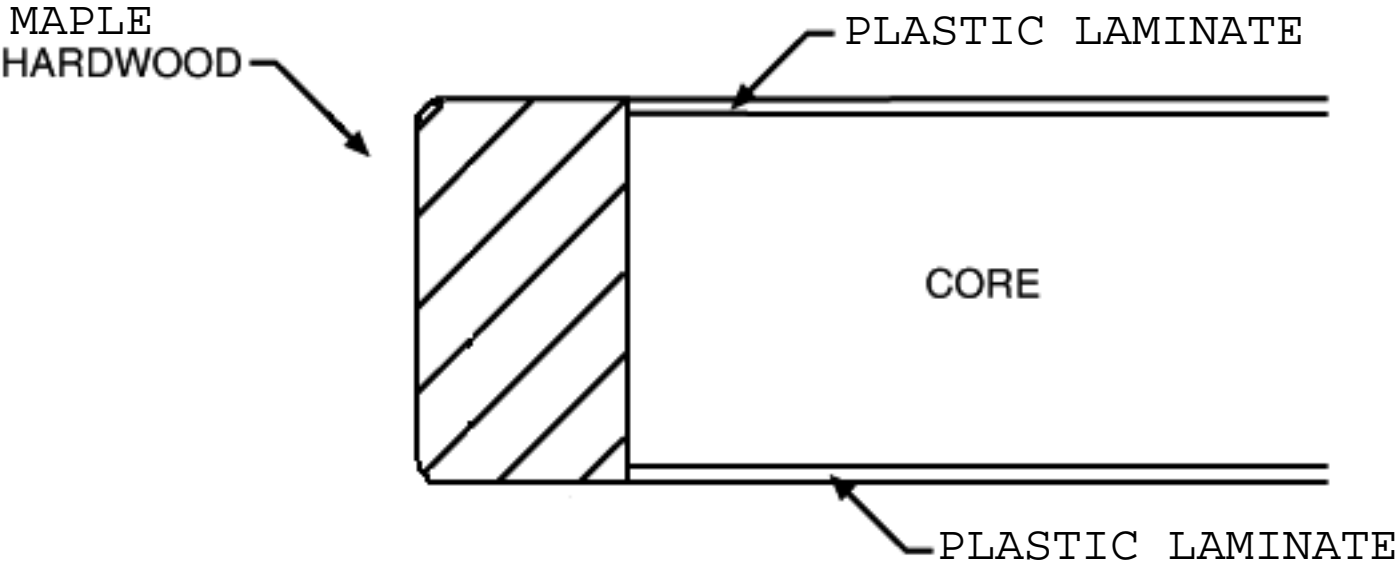


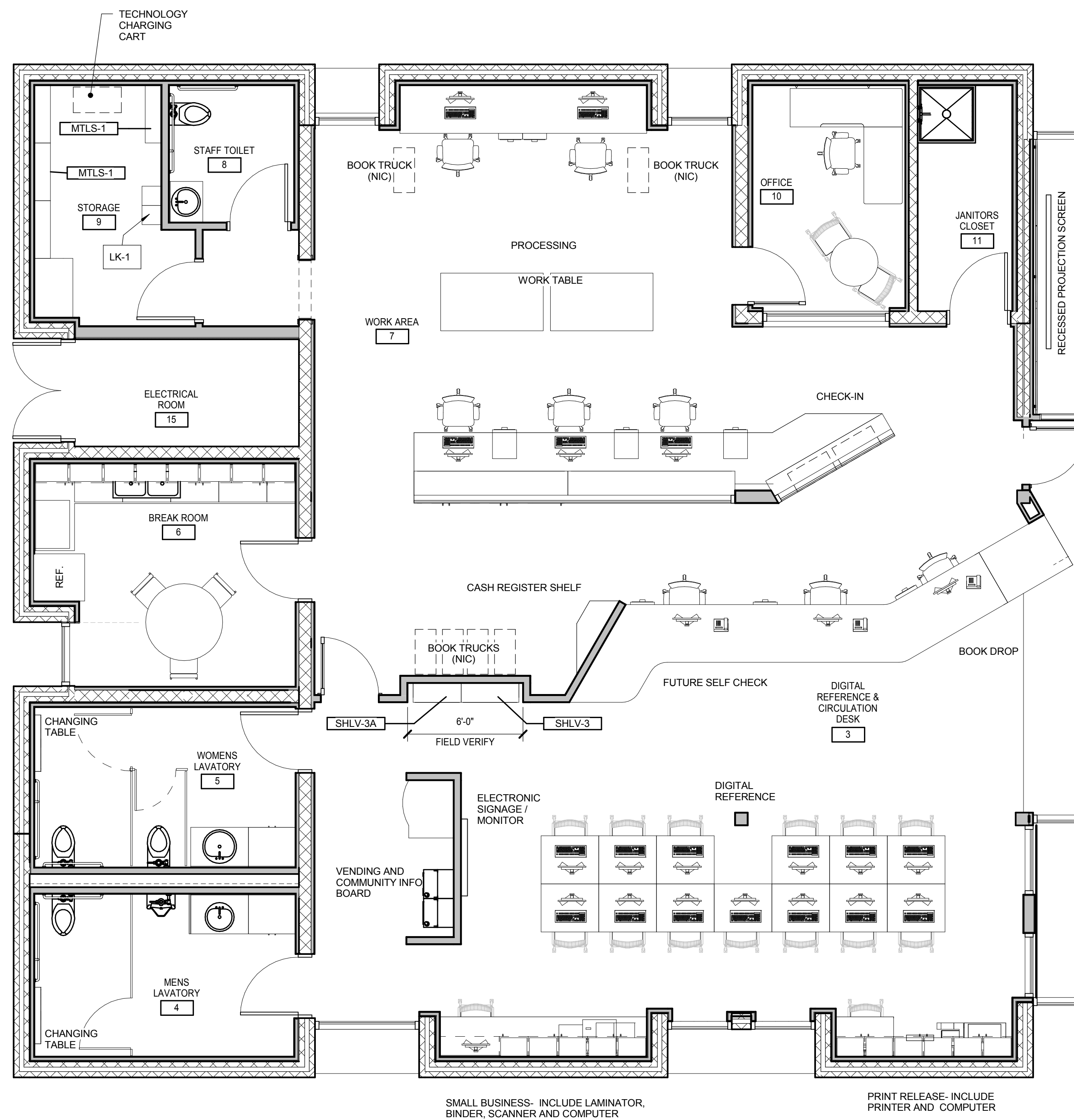
**End Panel and Continous Top Schedule**

Sizes provided below are for bidding purposes. Contractor must provide end panels/tops that are sized to fit the shelving .

SHLVTOP-3	Continuous Top For Steel Shelving To Cover 2 Double Face Units, 72-1/16"L x 12-1/4"W x 1-3/16"Thick, Maple Wood Egde, Laminate Surface, Brown Backer Sheet, Delivered And Installed (Paint = Arctic White)	Brodart	94T-W20-S02	1.00
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Construction - Edge for Panels



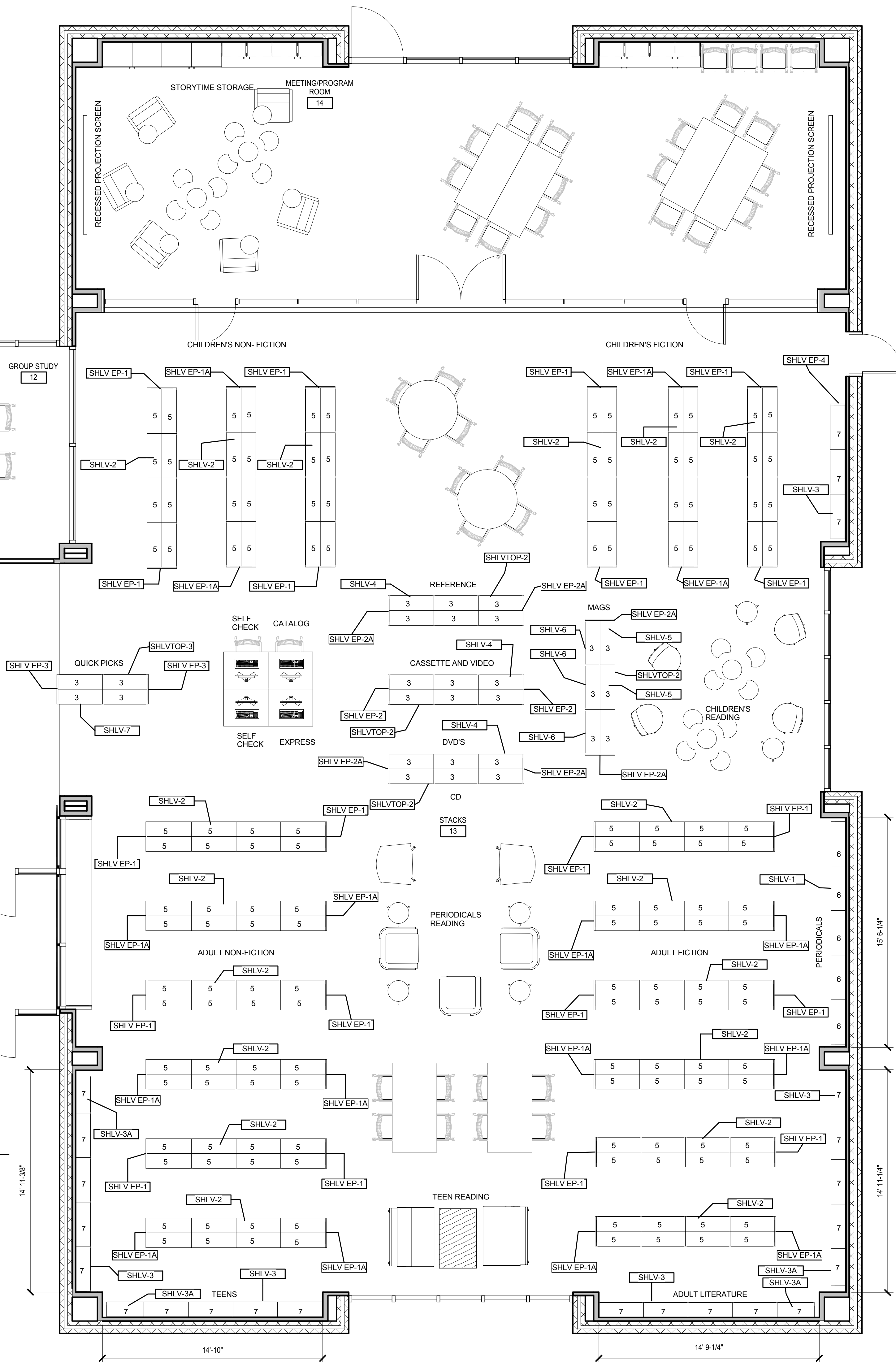


**SHELVING KEY PLAN**  
1/4" = 1'-0"

**GENERAL NOTES:**

1. FIELD VERIFY SHLV-1 AND SHLV-3 LOCATIONS TO ENSURE QUANTITY SHOWN WILL FIT BEFORE ORDERING.
2. SHELVES TO BE STEEL PAINTED ARCTIC WHITE. ALL SHELVING TO INCLUDE STEEL CANOPY TOPS PAINTED ARCTIC WHITE.
3. SEE SHELVING SPECIFICATIONS FOR SHELVING AND END PANEL DETAILS/DESCRIPTIONS.

SHELVING SCHEDULE		
Key	DESCRIPTION	QTY.
SHLV EP-1	66" High Slat Wall End Panel	20
SHLV EP-1A	66" High Solid Wall End Panel	16
SHLV EP-2	42" High Slat Wall End Panel	2
SHLV EP-2A	42" High Solid Wall End Panel	6
SHLV EP-3	42" High Solid Wall End Panel	2
SHLV EP-4	85" High Solid Wall End Panel	1
SHLV TOP-2	108-1/8"L x 25-1/4"W Continuous Top	4
SHLV TOP-3	72-1/16"L x 12-1/4"W Continuous Top	1
SHLV-1	84" High x 36" Wide - 6 Shelves - Single Face Front Periodical Shelving	5
SHLV-2	66" High x 36" Wide - 5 Shelves - Double Faced	72
SHLV-3	84" High x 36" Wide - 7 Shelves - Single Faced	20
SHLV-3A	84" High x 30" Wide - 7 shelves - Single Faced	5
SHLV-4	42" High x 36" Wide - 3 Shelves - Double Faced	9
SHLV-5	42" High x 36" Wide - 3 Media Shelves at each location, Total quantity of 6 Shelves	2
SHLV-6	42" High x 36" Wide - 3 Shelves (Single Faced/Double Faced) Combination. See plan for design layout.	3
SHLV-7	42" High x 36" Wide - 3 Shelves - Double Faced A Frame	1



REVISIONS		
NO.	DATE	DESCRIPTION